

# PROFESSIONAL SERVICE AGREEMENT For Class & Compensation Study

This Service Agreement (hereinafter "Agreement") is made this effective date by and between <u>Management Advisory Group International</u>, <u>Inc.</u> (hereinafter "Contractor") located at <u>12730 Fair Lakes Circle</u>, <u>Suite 600</u>, <u>Fairfax</u>, <u>VA 22033</u> and the City of South Fulton, Georgia (hereinafter "City of South Fulton").

#### WITNESSETH:

WHEREAS, Contractor is engaged in the business of providing Class and Compensation Study; and

WHEREAS, City of South Fulton has a need to acquire the services described in the Scope of Services attached hereto as Exhibit A (hereafter "Services"); and

WHEREAS, Contractor is willing and able to render the Services and wishes to perform the Services for City of South Fulton; and

WHEREAS, City of South Fulton wishes to acquire the Services from Contractor;

**NOW, THEREFORE,** in consideration of the mutual terms, conditions and covenants set forth herein, the parties hereto agree as follows:

## 1. Services.

Contractor hereby agrees to render the Services to City of South Fulton as set forth in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference. Contractor agrees to perform the Services at the direction of the <u>City's Director of Human Resources</u>, or designee, in the manner and to the extent required by the parties herein, as may be amended hereafter in writing by mutual agreement of the parties.

#### 2. <u>Compensation</u>.

a. <u>Fee</u>. As consideration for the Services, City of South Fulton shall pay to Contractor the fee described in Exhibit B attached hereto and incorporated herein by this reference.

- b. If Contractor fails to perform or observe any of its duties or obligations under the terms of this Agreement;
- c. If City of South Fulton or Contractor shall have made any warranty or representation in connection with this Agreement which is found to have been false at the time such warranty or representation was made and is materially harmful to the other party.

This Agreement may also be terminated by either party by giving written notice thirty (30) days prior to the effective date of termination.

If this Agreement is terminated pursuant to this paragraph, Contractor shall be exclusively limited to receiving only compensation for the work performed and appropriately documented to and including the effective date identified in the written termination notice.

## 5. Termination of Services and Return of Property.

Upon the expiration or earlier termination of this Agreement, Contractor shall immediately terminate the Services hereunder and shall deliver promptly to City of South Fulton all property relating to the Services and any Work Product (as defined below), patents or copyrights covered by this Agreement. Work Product shall include, but not be limited to, all hardware and software, written, graphical, and recorded material, and any copies, abstracts or summaries thereof.

## Standard of Performance and Compliance with Applicable Laws.

Contractor warrants and represents that it possesses the special skill and professional competence, expertise and experience to undertake the Services and the obligations imposed by this Agreement. Contractor agrees to perform in a diligent, efficient, competent and skillful manner commensurate with the highest standards of the profession, and to otherwise perform as is necessary to undertake the Services required by this Agreement, including the requirements set forth in the Certification of Contractor - Georgia Security and Immigration Compliance Act attached hereto as Exhibit C, in the Certification of Sponsor Drug Free Workplace attached hereto as Exhibit D, and in the Affidavit Verifying Status for City Public Benefit Application attached hereto as Exhibit E, Contractor Affidavit under O.C.G.A. § 13-10-91(b)(1) attached hereto as Exhibit F, and agrees to execute and provide such certifications to City of South Fulton, which are incorporated into and made a part of this Agreement.

Contractor warrants and represents that it will, at all times, observe and comply with all federal, state, local and municipal ordinances, rules, regulations, relating to the provision of the Services to be provided by Contractor hereunder or which in any manner affect this Agreement.

The Contractor shall comply with and shall require its Subcontractors to comply with the regulations for compliance with Title VI of the Civil Rights Act of 1964, as amended, and 23 CFR 200, as stated in EXHIBIT H, NOTICE TO CONTRACTORS - COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964, attached hereto and

### 11. Notices.

All notices or other communications required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given when delivered personally in hand, or when mailed by certified or registered mail, return receipt requested with proper postage prepaid, addressed to the appropriate party at the following address or such other address as may be given in writing to the parties:

## If to City of South Fulton:

With copies to:

Odie Donald, II, City Manager

City Attorney

5440 Fulton Industrial Blvd

South Fulton, Georgia

30350

Atlanta, Georgia, 30336

If to Contractor:

With copies to:

Donald Long Management Advisory Group, Inc. 12730 Fair Lakes Circle,

Fairfax, VA 22033

## 12. Governing Law and Consent to Jurisdiction.

This Agreement is made and entered into in the State of Georgia and this Agreement and the rights and obligations of the parties hereto shall be governed by and construed according to the laws of the State of Georgia without giving effect to the principles of conflicts of laws. The Courts in Fulton County, Georgia shall have jurisdiction over any litigation arising out of this agreement.

## 13. Waiver of Breach.

The waiver by either party of a breach or violation of any provision of this Agreement shall not operate or be construed to constitute a waiver of any subsequent breach or violation of the same or other provision thereof.

## 14. <u>Disputes</u>

No civil action with respect to any dispute, claim or controversy arising out of or relating to this Contract may be commenced without first giving fourteen (14) calendar day's written notice to City of South Fulton of the claim and the intent to initiate a civil action.

## 15. Severability

If any provision of this Agreement is held to be unenforceable for any reason, the

agreement violated a third party's trademark, copyright or patient. Copyright, Trademark and Patient Indemnification shall survive the termination, cancellation or expiration of this agreement.

## 20. Counterparts.

This Agreement may be executed in one or more counterparts, all of which together shall be deemed to constitute one and the same instrument.

#### **EXHIBITS**

**EXHIBIT A** Scope of Work & Contractor Proposal

**EXHIBIT B** Fee Schedule

**EXHIBIT C** Certification of Contractor - Georgia Security and Immigration Compliance Act

**EXHIBIT D** Certification of Sponsor Drug-Free Workplace

**EXHIBIT E** Affidavit Verifying Status for City Public Benefit Application

EXHIBIT F Contractor Affidavit under O.C.G.A. § 13-10-91(b) (1)

**EXHIBIT G** Insurance Requirements

**EXHIBIT H** Notice to Contractors Compliance with Title VI of The Civil Rights Act of 1964

## **SECTION 4.0**

## **APPROACH**

## Broadly, steps in the process include:

## Step 1: Project Initiation and Data Requirements

Initial Upon agreement to proceed, MAG's study team will meet with our City project manager and formulate the Task Completion List with input from our management partner; typically this is HR and

the key departmental staff. MAG can also meet with other appropriate personnel to request background information, review the objectives of the study, and discuss concerns and issues.

Step 2: Department Head

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At the outset of the study MAG representatives and our HR partners will

meet with Executive Leadership staff, and Department Heads to communicate goals and objectives. Supervisors will also be provided with an "Administrative Issues" form, which will guide them in providing feedback on problem areas or concerns and to identify positions in need of review.

## **Data Required**

- > Current Employee & Payroll Data
- > Organization Charts
- > Pay and Classification Plan
- ➤ Salary Schedules
- > Personnel Policies

## We will discuss:

- ➤ An overview of the study goals and objectives, thereby ensuring staff are apprised of the City's intentions to maintain a competitive salary system;
- > The study approach and critical aspects of the project so staff is made aware of and understands the project's important milestones and schedule, as well as their contribution to adhering to established timelines; and,
- > An opportunity to ask general questions pertaining to the project so that concerns can be addressed at the outset of the study.



## Survey Instrument Content

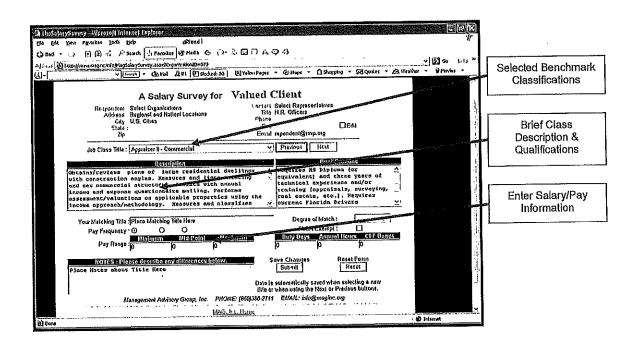
Each survey instrument is pre-populated with the following information for review by the target organization:

- Job class title.
- A succinct description of the job class.
- Required qualifications of the job class.

We will then enter the following survey data into Market Manager \*:

- The respondents matching title and degree of match;
- Minimum, mid-point and maximum pay ranges;
- Any notes from MAG staff or respondents regarding differences between the City's and respondent's job class.

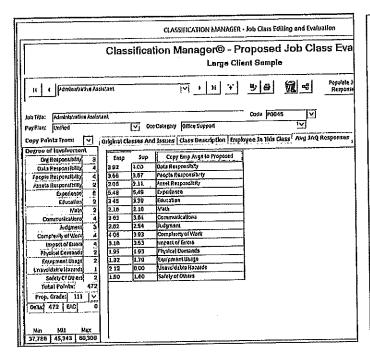
#### SAMPLE SALARY SURVEY





4-4

The use of the software is a tool to complement the highly personalized and substantial client input and discussions. But, the tool achieves outcomes far beyond what can be achieved with Excel tables only.



Core evaluation profile values are based on ratings from employees and their supervisors.

Employees can see they had input into the evaluation profile values because it comes directly from their own input; thus validates and verifies the placement of the positions.

Your project will include the completion of job analysis questionnaires and use of the software to generate reports. You will see that MAG's online Job Questionnaire is comprehensive and easy to complete, and has been successfully completed by over 300,000 employees at all levels in local/state government agencies.

### Step 5: Achieving Internal Equity

As a tool in supporting MAG's comprehensive and professional approach, we will utilize a Windows™ based system, *Classification Manager*®, an evaluation system that integrates current market data and job analysis by professional evaluators.

When the City sees the efficiency and effectiveness of the software tool developed by MAG specifically to accomplish compensation projects and to support the goals and vision of our clients, you will see that there is no true comparison on the market by any of our competitors. The software will be licensed to HR at no additional cost for ongoing use to implement, update and maintain the system for many years.



## Step 7: Salary Plan Administration, Maintenance, and Training

We will provide and install a licensed version of the *Classification Manager*° system. The system will contain the completed study data and pay plan, and HR staff will receive comprehensive training in the use, administration, and automated maintenance of the plan. The system includes comprehensive user-friendly documentation manuals with step-by-step procedures for the on-going administration of the plan.

### Staff Responsibilities

MAG, in all of its studies, expects to produce all products in a turnkey fashion, performing all necessary technical and professional work. Staff will be expected to assist MAG's team only in scheduling meetings, transferring data collected for the study, reviewing draft questionnaires, survey instruments, survey target lists, and reports, and providing input into philosophical issues pertaining to the development of a human resource classification and compensation system to meet your needs and preferences.

MAG will request a database of current payroll information for positions to be included in the study. It is important that these data are supplied in the format required for manipulation by MAG's analysts. This data will be necessary to determine costs to implement the newly developed pay plan(s). All records and databases are kept strictly confidential, and are returned to or maintained upon project completion.

## Project Work Plan

MAG has developed a proposed work-plan and project timeline in order to accomplish the scope of services described above.



## Phase II: Development of Compensation Survey Instrument: Day 14 – Day 30

**Objective:** To develop a salary/compensation survey instrument to gather compensation data from survey targets, establish a list of classifications for inclusion in the survey, and define target respondent organizations/published surveys. Review practices for current pay.

#### Activities:

- Work together with our HR/Project partners and top management to elect appropriate market survey target employers for selected positions that offer comparable employment opportunities.
- Develop draft market salary survey instrument to gather compensation data.
- Review Draft Survey with the Project Manager; revise as necessary and appropriate.
- Develop Final Salary Survey Instrument.
- Initiate survey via internet, telephone, published data, and e-mail for benchmarks.

## Deliverable(s):

- Market Survey Targets and Classifications.
- Survey Instrument.



- The questionnaire will capture job data for such factors as education levels, experience, decisions, guidelines, complexity, scope and effect, physical demands, and work environment.
- Monitor JAQ completion and provide updates on the status of employee questionnaire completion at key points.
- Provide Administrative Issues Forms to managers, supervisors, and key staff for their concerns regarding salary, and recruitment/retention issues. This will be a key component to the communications process, whereby key staff will be able to identify problems and clarify their own roles and responsibilities during the study process.
- Review the Administrative Issues forms completed by administrators, managers, and supervisors to identify comments concerning position levels.
- Conduct top interviews.
- Download and review completed JAQ's.
- Evaluate each job class according to key criteria.
- Make assignments and allocations for classes
- Develop pay structure.

### Deliverable(s):

- Employee Orientation Sessions.
- Questionnaire monitoring and updates.
- Department Head interviews.
- Classification data capturing and review.
- Recommended compensation structure.

Phase V: Develop Recommendations to Classification Plan
Day 75 -- Day 95

Objective: To identify any needed changes to the classification plan.

#### Activities:

- Conduct analysis and evaluate the current classification plan(s) in terms of:
  - 1. supporting the overall goals and objectives;



## Phase VII: Develop & Submit Final Project Report Day 110 – Day 120

Objective: To develop a final report of project results, findings and recommendations.

## Activities:

- Revise draft report as necessary and appropriate based on technical review; develop and deliver final report.
- Present project findings and provide all study documentation (TBD).

## Deliverable(s):

- Final Report.
- All Study Documentation.

# Phase VIII: Conduct Software Training & Technology Transfer (Date to be Determined)

Objective: To install the software system, and training for HR staff.

## Activities:

- Provide for technology transfer of project related data and materials.
- Conduct software and plan training for selected HR personnel.

## Deliverable(s):

- MAG's Classification Manager® software (licensed for use internally at no cost to the City).
- Classification Manager® Training/User Manual.
- Training seminar for selected HR staff on Classification Manager® software, plan polices, and guidelines for maintenance.



## EXHIBIT B FEE SCHEDULE

(Contractor's Proposal to be inserted )

#### **EXHIBIT C**

# CERTIFICATION OF CONTRACTOR GEORGIA SECURITY AND IMMIGRATION COMPLIANCE ACT

I	hereby	certify	that	I am	а	principle	and	duly	author	rized rep	resentative	of
_	Manageme	ent Advis	sory G	roup I	<u>nt. l</u>	lnc.,	("(	Contra	ctor"),	whose	address	is
12730 Fair Lakes Circle Suite 600							,Fairfax, Virginia,					<b></b> ,
5	22033											

Contractor hereby agrees to comply with all applicable provisions and requirements of the Georgia Security and Immigration Compliance Act of 2006 (the "Act"), as codified in O.C.G.A. Sections 13-10-90 and 13-10-91 and regulated in Chapter 300-10-1 of the Rules and Regulations of the State of Georgia, "Public Employers, Their Contractors and Subcontractors Required to Verify New Employee Work Eligibility Through a Federal Work Authorization Program," accessed at <a href="http://www.dol.state.ga.us">http://www.dol.state.ga.us</a>, as further set forth below.

Contractor agrees to verify the work eligibility of all of newly hired employees through the U.S. Department of Homeland Security's Employment Eligibility Verification (EEV) / Basic Pilot Program, accessed through the Internet at https://www.vis-dhs.com/EmployerRegistration, in accordance with the provisions and timeline found in O.C.G.A. 13-10-91 and Rule 300-10-1-.02 of the Rules and Regulations of the State of Georgia. As of July 1, 2007, the verification requirement applies to contractors and subcontractors with five-hundred (500) or more employees.

Contractor understands that the contractor and subcontractor requirements of the Act apply to contracts for, or in connection with, the physical performance of services within the State of Georgia.

Contractor understands that the following contract compliance dates set forth in the Act apply to the Agreement, pursuant to O.C.G.A. 13-10-91:

On or after July 1, 2007, to public employers, contractors, or subcontractors of 500 or more employees;

On or after July 1, 2008, to public employers, contractors, or subcontractors of 100 or more employees; and

On or after July 1, 2010, to all other public employers, their contractors, and subcontractors.

To document the date on which the Act is applicable to Contractor, and to document Contractor's compliance with the Act, the undersigned agrees to initial one of the three (3) lines below indicating the employee number category applicable to Contractor, and

## EXHIBIT D

# CERTIFICATION OF SPONSOR DRUG-FREE WORKPLACE

I hereby certify that I am a principle and duly authorized representative of										
Management Advisory Group Int, Inc., ("Contractor"), whose address is										
12730 Fair Lakes Circle Sulte 600 ,										
Fairfax, VA , 22033 , and I further certify that:										
mi continue de la con										
The provisions of Section 50-24-1 through 50-24-6 of the Official Code of Georgia										
Annotated, relating to the "Drug-Free Workplace Act" have been complied with in										
full; and  (2) A draw free workplace will be provided for Contractor's employees during the										
2) A drug-free workplace will be provided for Contractor's employees during the										
performance of the Agreement; and										
Each Subcontractor hired by Contractor shall be required to ensure that the										
subcontractor's employees are provided a drug-free workplace. Contractor shall secure from that subcontractor the following written certification: "As part										
of the subcontracting agreement with Contractor,										
MAG certifies to Contractor that a drug-free workplace										
will be provided for the Subcontractor's employees during the performance of this										
Agreement pursuant to paragraph (7) of subsection (b) of the Official Code of Georgia										
Annotated, Section 50-24-3"; and										
(4) The undersigned will not engage in unlawful manufacture, sale, distribution,										
dispensation, possession, or use of a controlled substance or marijuana during the										
performance of the Agreement.										
CONTRACTOR:										
Donald C. Lorg										
Signature										
Name: Donald C. Long										
Title: President										

\*Note: O.C.G.A. § 50-36-1(e)(2) requires that aliens under the Federal Immigration and Nationality Act, Title 8 U.S.C., as amended, provide their alien registration number. Because legal permanent residents are included in the Federal definition of "alien", legal permanent residents must also provide their alien registration number. Qualified aliens that do not have an alien registration number may supply another identifying number below:

N/A

Printed Name and Title of Authorized  ${\sf t}$  Officer or Agent SUBSCRIBED AND

SWORN BEFORE ME

ON THIS THE WDAY OF NOTARY PUBLIC Sand

My Commission Expires: 1/30/2028

of professional services is covered. Further, coverage shall be afforded for fraudulent acts, misappropriation of trade secrets, internet professional services, computer attacks, personal injury, regulatory actions, wrongful acts, contractual liability, privacy policy, and insured versus insured. The Contractor shall ensure that coverage under this policy continues for a period of thirty-six (36) months after completion of services.

- 7. Fidelity Bond (Employee Dishonesty) in the sum of not less than \$50,000. All such insurance shall remain in effect until final payment is made and the Project is accepted by the City. If the Contractor receives notice of non-renewal or material adverse change of any of the required coverages, the Contractor shall promptly advise the City in writing. Failure of the Contractor to promptly notify the City on non-renewal or material adverse change of any of the required coverages terminates the Agreement as of the date that the Contractor should have given notification to the City. The insurance policies shall contain or be endorsed to contain, the following provisions:
  - (a) A provision that coverage afforded under such policies shall not expire, be canceled or altered without at least thirty (30) days prior written notice to the City.
  - (b) Workers' Compensation and Employer's Liability and Property insurance policies shall contain a waiver of subrogation in favor of the City and the City's boards, officials, directors, officers, employees, representatives, agents, and volunteers.
  - (c) Commercial General Liability, Automobile Liability Contractors' Pollution
    Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if
    project involves environmental hazards) insurance policies shall include an
    endorsement making the City and the City's boards, officials, directors,
    officers, employees, representatives, agents, and volunteers Additional
    Insureds under such policies.

A copy of these endorsements shall be provided to the City.

Certificates of Insurance showing that such coverage is in force shall be filed under this Contract by the Contractor to the City.

The obligations for the Contractor to procure and maintain insurance shall not be construed to waive or restrict other obligations and it is understood that insurance in no way limits liability of the Contractor whether or not same is covered by insurance.

Certificate Holder should read: The City of South Fulton 5440 Fulton Industrial Blvd Atlanta, Georgia 30336

#### EXHIBIT H

# NOTICE TO CONTRACTORS COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

- Compliance with Regulations: The Contractor will comply with the Regulations of the Department of Transportation relative to nondiscrimination in Federally-assisted programs of the Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the "Regulations"), which are herein incorporated by reference and made a part of the Contract.
- 2. Nondiscrimination: The Contractor, with regard to the work performed by it afterward and prior to completion of the contract work, will not discriminate on the ground of race, color, sex, or national origin in the selection and retention of subcontracts including procurements of materials and leases of equipment. The Contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when contract covers a program set forth in Appendix B of the Regulations. In addition, the Contractor will not participate either directly or indirectly in discrimination prohibited by 23 CFR 710.405 (b).
- 3. Solicitations for subcontracts, including procurements of materials and equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the ground of race, color, national origin or sex.
- 4. Information and Reports: The Contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information, the Contractor shall so certify to the Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- 5. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with the nondiscrimination provisions of this Contract, the Department of Transportation shall impose such Contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

Nay:

1 khalid

Abstain:

Not Voting: 1 Gilyard

Minutes: Motion c.

A motion was made to authorize the Class and Compensation Study not to exceed \$50,000.00 (Agr2019-003). The motion passed, 5-1-1.

- Resolution approving an IGA with Fulton County for the continuation of f. TSPLOST projects within the City of South Fulton and for other lawful purposes. (Res2019-006)
- Request approval authorizing the City Manager to enter into an g. agreement between the City of South Fulton and Georgia Tech Research Corporation to conduct beat (police) redesign and feasibility study not to exceed \$50,000. (Agr2019-004)

Motion (Authorize): Councilmember Willis

Second: Councilmember Gumbs

[Motion Passed]

Yea:

7 Baker, Gilyard, Gumbs, Jackson, khalid, Rowell, Willis

Nay:

0 0

Abstain:

Not Voting: 0

Minutes:

Moved from the consent agenda to the regular meeting agenda.

A motion was made to authorize an agreement with Georgia Tech Research Corporation to conduct beat (police) redesign and feasibility study not to exceed \$50,000.00 (Agr2019-004). The motion passed unanimously.

#### 5. Approval of the Regular Meeting Agenda

Motion (Approve): Councilmember khalid

Second: Councilmember Gilyard

[Motion Passed]

Yea:

7 Baker, Gilyard, Gumbs, Jackson, khalid, Rowell, Willis

Nay:

0

Abstain:

Not Voting: 0

#### Minutes:

A motion was made to approve the regular meeting agenda as amended moving items e. and g. from the consent agenda to the regular meeting agenda. The motion passed unanimously.

- Meeting Minutes Wednesday, January 23, 2019, Special Called C. Meeting and Friday, February 1, 2019, Emergency Special Called Meeting.
- Proclamation Roslyn Tripp Appreciation Day, January 26, d. 2019. (Edwards and Willis)
- Request approval authorizing the City Manager to enter into an e. agreement between the City of South Fulton and Management Advisory Group International, Inc. (MAG), to perform the Class and Compensation Study not to exceed \$50,000. (Agr2019-003)

Motion (Hold): Councilmember khalid Second: Councilmember Gilyard

[Motion Failed]

Yea:

1 khalid

Nav:

5 Baker, Gumbs, Jackson, Rowell, Willis

Abstain:

0

Not Voting: 1 Gilyard

#### Minutes:

Item e. was moved from the consent agenda to the regular meeting agenda.

#### Motion a.

A motion was made to hold Agr2019-003, request approval authorizing the City Manager to enter into an agreement with Management Advisory Group International, Inc. (MAG) to perform the Class and Compensation Study not to exceed \$50,000.00 to the next regular City Council Meeting. The motion failed, 1-5-1.

Motion (Previous Question): Councilmember Willis

Second: Councilmember Rowell

[Motion Passed]

Yea:

5 Baker, Gumbs, Jackson, Rowell, Willis

Nay:

1 khalid

Abstain:

Not Voting: 1 Gilyard

Minutes: Motion b.

## A motion was made to call the previous question. The motion passed, 5-1-1.

Motion (Authorize): Councilmember Willis

Second: Councilmember Rowell

[Motion Passed]

Yea:

5 Baker, Gumbs, Jackson, Rowell, Willis

DRAFT DRAFT Page 3 of 12 City of South Fulton I February 12, 2019